LIMITED WARRANTY FOR EMERSON NETWORK POWER-SURGE PROTECTION INC., LIEBERT BRAND PRODUCTS

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

Emerson Network Power, Surge Protection Inc., ("ENPSPI") products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Five Year Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

FIVE YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

ENPSPI LIEBERT BRAND PRODUCTS COVERED:

Liebert LM Series, ACG Series, LPGE Series, Remote Monitor Panel (REMOTE)

Terms of Warranty:

As provided herein, the ENPSPI product is warranted to be free of defects in material and workmanship for a period of five (5) years from the date of product shipment from ENPSPI. The shipment date will be determined only from the ENPSPI bill of lading. If any part or portion of the ENPSPI product fails to conform to the warranty within the warranty period, ENPSPI, at its option, will furnish new or factory remanufactured parts for repair or replacement of that part or portion.

Warranty Extends to First Purchaser for Use, Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the ENPSPI product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of ENPSPI.

Assignment of Warranties:

ENPSPI assigns to User any warranties which are made by manufacturers and suppliers of components of the ENPSPI product and which are assignable, but ENPSPI makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this warranty to such components.

Drawings, Descriptions:

ENPSPI warrants for the period and on the terms of the Warranty set forth herein that the ENPSPI product will conform to the certified drawings, if any, applicable thereto, to ENPSPI's final invoices, and to applicable ENPSPI product brochures and manuals current as of the date of product shipment ("Descriptions"). ENPSPI does not control the installation and use of any ENPSPI product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Obtaining Performance Under This Warranty:

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact ENPSPI at (1-800-288-6169) and request a return authorization number. User shall ship the product, with proof of purchase, to ENPSPI freight prepaid. ENPSPI products shipped to ENPSPI without a return authorization number will be refused and returned freight collect to User at User's expense. ENPSPI products shipped by User to ENPSPI which have incurred freight damage due to User's improper packaging of the product will not be covered by this Warranty and any repairs or replacement parts, components or products needed will be invoiced in the full current price amount and returned freight collect to User.

Subject to the limitations specified herein, ENPSPI will repair or replace, at its option, without charge for ENPSPI labor or materials, subsequent to its inspection and F.O.B. ENPSPI's facility, the ENPSPI product that does not conform to the Warranty. Replacement parts, components or products shipped to User prior to ENPSPI's receipt and inspection of the product claimed to be defective shall be invoiced in the full current price amount and shipped freight collect F.O.B. ENPSPI's facility. Warranty coverage will be extended only after ENPSPI's receipt of the claimed defective product within thirty (30) days of shipment of any replacement parts, components or products, if applicable, and only if ENPSPI's inspection discloses the claimed defect and the returned product shows no signs of treatment or use which would void the coverage of this Warranty. All defective products and component parts replaced under this Warranty become the property of ENPSPI.

Warranty Performance of Component Manufacturers:

It is ENPSPI's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, ENPSPI may utilize third parties in the performance of Warranty work, including repair or replacement

hereunder, where, in ENPSPI's opinion, such work can be performed in less time, with less expense, or in closer proximity to the ENPSPI product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, corrosive atmosphere, repair by non-ENPSPI designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to ENPSPI's recommendations or specifications, or in any event if the ENPSPI serial number has been altered, defaced or removed. Notwithstanding the foregoing, the following Acts of God are covered: lightning-induced surges, which are transients, spikes or other sub-cycle, discontinuous events impinging on normally applied voltage as defined by reference data in the latest version of IEEE C62.41 and the ENPSPI product performance specifications.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, circuit breaker resetting or maintenance or service items and further, except as provided herein, does NOT include labor costs or transportation charges arising from the replacement of the ENPSPI product or any part thereof or charges to remove or reinstall same at any premises of the User.

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY use of the ENPSPI product in combination with any electrical or electronic components, circuits, systems, assemblies, or other materials not furnished by ENPSPI. ENPSPI does NOT warrant the suitability for use or the results of the ENPSPI product in combination with the products of others.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT DESIGNED FOR USE IN THE FOLLOWING APPLICATIONS: (i) ANY NUCLEAR OR RELATED APPLICATIONS; AND (ii) LIFE SUPPORT AND PATIENT-CONNECTED AND APPLIED MEDICAL AND DENTAL APPLICATIONS.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

Limitations:

- THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE ENPSPI PRODUCT AS SET FORTH HEREIN.
- IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, ENPSPI'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.
- IN NO EVENT SHALL ENPSPI ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE.

Miscellaneous:

- NO SALESPERSON, EMPLOYEE OR AGENT OF ENPSPI IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in a writing signed by a ENPSPI officer.
- ENPSPI obligations under this warranty are conditioned upon ENPSPI timely receipt of full payment of the product purchase price and any other amounts due. ENPSPI reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.
- In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.
- This Warranty shall be governed by, and construed under, the laws of the State of Ohio, without reference to the conflict of laws principles thereof.
- This Warranty represents the entire agreement between ENPSPI and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.